

**LAW OFFICE OF CHARLES SHAW
& ASSOCIATES, P.C.**

Charles Shaw, Esq.

170 Washington Avenue

Dumont, NJ 07628

(201) 338-2821

Attorneys for Debtor

Ralph Day, Sr.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In Re:

Ralph Day, Sr.,

Debtor(s)

:
: **Chapter 11**
:
:
: **Case No. 08-18384(MS)**
:
:
: **Hearing Date: December 16, 2008 at 11:30 a.m.**
:
:

CHARLES SHAW, ESQ., of full age, certifies in accordance with R. 1:4-4(b),
as follows:

1. I am an attorney-at-law of the State of New Jersey with the Law Office of Charles Shaw & Associates, P.C.
2. I have known Debtor Ralph Day, Sr. for many years and have served as counsel for him and members of his immediate and extended families, respectively, in both their personal and corporate matters.
3. As Mr. Day's personal attorney, I am fully familiar with the facts and circumstances surrounding this case and, specifically, the facts I about to relate herein.

4. This Certification is submitted in opposition to the Acting United States Trustee's ("Trustee") Motion to convert Mr. Day's Case to a Chapter 7 or, in the alternative, to dismiss Mr. Day's Case pursuant to 11 U.S.C. §1112(b) .

BUSINESS TRANSACTIONS WITH LOUIS CAPAZZI

5. In the Memorandum of Law submitted in support of the Trustee's Motion, the Trustee raises an issue surrounding a purported significant loan from Mr. Day to Mr. Day's former business partner, Mr. Louis Capazzi.

6. Mr. Day's business relationship with Mr. Capazzi began in and around early 2004.

7. Originally there were four partners involved in real estate ventures, two of whom were personal friends of Mr. Day. At some point, one of the friends of Mr. Day deceased and one became terminally ill, leaving only two remaining partners, Mr. Day and Mr. Capazzi.

8. At some point and for a substantial period of time, Mr. Capazzi was a practicing attorney with offices located in Oradell, New Jersey. Upon information and belief, Mr. Capazzi's practice was predominantly involved in real estate closings and other such matters. Upon information and belief, Mr. Capazzi was, at some point, either suspended or disbarred from the practice of law in the State of New Jersey for purported ethical violations and/or breaches.

9. The purpose of the business arrangement amongst the parties was to purchase properties, tear down existing homes, build new residences, and then sell the properties for a profit.

10. In total, the business group purchased eight (8) properties and built houses on six (6) out of the eight (8) of the properties.

11. Prior to Mr. Day filing his Bankruptcy Petition in June 10, 2008, all but three (3) of the properties had been sold.

12. The remaining unsold properties were located at 11 Mountain View Court, Demarest, New Jersey ("Mountain View"); Blaisedale Road, Orangeburg, New York ("Blaisedale"); and 666 Closter Dock Road, Closter, New Jersey ("Closter Dock").

13. With the significant downturn in the real estate market, the substantial prices of the houses built by the business partners, and the representations of then lawyer/partner Mr. Capazzi to Mr. Day, Mr. Day was led to believe that no equity existed in any properties, including Mountain View, Blaisedale, and Closter Dock, and that all Mr. Day would do for the next several years would be to carry the debt that was incurred directly from building these homes.

14. Upon information and belief, the representations of Mr. Capazzi were supported by documents now believed to be fakes and/or fraudulent, designed with the specific intent to convince Mr. Day that all was lost in the business ventures including Mountain View, Blaisedale, and Closter Dock, and that no equity and/or profit would be extracted from the last of these transactions.

15. Based upon suspicions that prior deals may have been profitable and now the Mountain View, Blaisedale, and Closter Dock deals would be purportedly fruitless, Mr. Day requested this firm to order a title search upon Mountain View as it was pending a proposed sale. (See copy of March 17, 2008 correspondence to Bridgeview Abstract, annexed hereto as **Exhibit A**).

16. On March 19, 2008, this firm received a copy of the title search for Mountain View, which indicated that there was only one (1) lien/mortgage on the property. (See copy of title search and copy of March 19, 2008 correspondence to Mr. Capazzi, Esq., annexed hereto as **Exhibit B** and **Exhibit C**, respectively).

17. Suspicions regarding Mr. Capazzi's activities were further aroused when Mr. Capazzi advised my Associate, Eilish M. McLoughlin, Esq., that, unbeknownst to Mr. Day, there was a second, unrecorded Mortgage on Mountain View.

18. At this point, Mr. Day requested that Mr. Capazzi provide the HUD-1 Closing Statements for four (4) of the properties previously owned by the business association (all pre-bankruptcy filing), namely 67 Highland Avenue, Demarest, New Jersey ("67 Highland"); 62 Columbus Avenue, Demarest, New Jersey ("62 Columbus"); 89 Columbus Avenue, Closter, New Jersey ("89 Columbus"); and 293 Durie Avenue, Closter, New Jersey ("293 Durie"). (See copy of March 19, 2008 correspondence, annexed hereto as **Exhibit D**).

19. Mr. Capazzi refused to provide the requested HUD-1 Closing Statements so the undersigned requested that his counsel, William J. Rush, Esq., furnish same. (See copy of March 25, 2008 correspondence, annexed hereto as **Exhibit E**).

20. Despite repeated requests by this firm, Mr. Rush would not produce the requested closing documents. The actions of Mr. Rush have been called into question additionally as he apparently served more than "one master" by, in part, representing all parties in these transactions but effectively assisting Mr. Capazzi in furthering his own objectives.

21. At some point thereafter, Mr. Day was able to independently obtain copies of the HUD-1 Closing Statements for two (2) of the four (4) properties, namely 67 Highland and 62 Columbus through a family member that is a New Jersey licensed real estate

broker. (See copy of HUD-1 Closing Statements for 67 Highland and 62 Columbus, annexed hereto as **Exhibit F** and **Exhibit G**, respectively).

22. A review of the HUD-1 for 67 Highland indicated that \$250,156.19 was received as "Cash to Seller" yet Mr. Day never received any portion of these proceeds from this July 20, 2007 closing. (See copy of March 26, 2008 correspondence, annexed hereto as **Exhibit H**). In fact, Mr. Day was specifically told by Mr. Capazzi that no net proceeds were able to be obtained through this transaction. This was also confirmed by Mr. Rush who attended the closing with Mr. Capazzi and without Mr. Day.

23. Furthermore, a review of the HUD-1 for 62 Columbus indicated that "Cash to Seller" amounted to \$608,840.40 on this March 30, 2007 closing, yet Mr. Day only received \$40,000.00, also at a time prior to the bankruptcy filing. Once again, Mr. Day was specifically told by Mr. Capazzi that no net proceeds were able to be obtained through this transaction. This was also again confirmed by Mr. Rush who attended the closing with Mr. Capazzi and without Mr. Day. (*Id.*)

24. It was not until late March 2008 when this firm reviewed the HUD-1 Closing Statements for 67 Highland and 62 Columbus with Mr. Day that we were able to discover that a potential fraud had indeed been committed by Mr. Capazzi, alone or in concert with other individuals, against Mr. Day.

25. An investigation also revealed that the Deeds for the Blaisedale and Closter Dock properties did not contain Mr. Day's name, though Mr. Day is still an interested party based on his participation in the business arrangement and/or partnership discussed herein and above.

26. The scope and magnitude of any such loss or financial damages resulting from these purportedly fraudulent activities has not been determined and could not adequately be determined without a lawsuit being filed by Mr. Day against those parties and substantial discovery being undertaken by this firm. This firm was requested by Mr. Day to do so, but I did not accommodate that request due to the significant financial concerns involving Mr. Day as well as the required approval from the Bankruptcy Court to do so on behalf of Mr. Day.

27. To date, neither this firm nor Mr. Day has been furnished with HUD-1 Closing Statements for 89 Columbus or 293 Durie. The potential fraud committed against Mr. Day may have involved two practicing and/or formerly practicing attorneys and the discovery of any such potential fraud, I would respectfully submit, was much more difficult to discover or even glean any indication of on the part of Mr. Day while dealing with sophisticated and experienced attorneys in real estate matters. At this point, the complete development of Mr. Day's potential claims and/or damages or the specific activities of these parties or other parties can not and has not been determined as of even date.

28. By May of 2008, there were only three (3) properties remaining which belonged to the business association or partnership.

29. When presented with some or scant evidence of the potential fraud claims of Mr. Day, along with Mr. Day's refusal to consent to a closing on 11 Mountain View as an interested party, Mr. Capazzi eventually facilitated the closing of 11 Mountain View with the assistance of Mr. Rush and grudgingly capitulated to a payment to Mr. Day which was without prejudice to the rights and/or interests of Mr. Day in any potential cause of action going forwarded against these parties.

30. The subject closing on 11 Mountain View eventually occurred on or around May 19, 2008 and Mr. Day was given \$50,000.00 in connection with same, which was deposited directly into his bankruptcy estate. (See copy of HUD-1 Closing Statement for 11 Mountain View and correspondence dated June 2, 2008 with attached check payable to Ralph Day, Sr., annexed hereto as **Exhibit I** and **Exhibit J**, respectively).

31. The \$50,000.00 check made payable to Mr. Day was hand delivered to the Law Office of Stuart Gavzy, Esq., bankruptcy counsel to Mr. Day and the attorney of record in the within matter. Those funds were deposited into Mr. Gavzy's trust account and awaited direction and final disposition from the Bankruptcy Court and/or Trustee. I can certify that Mr. Day fully and completely understood that these proceeds were subject to the bankruptcy estate, and any directives from the Bankruptcy Court and/or Trustee. (See **Exhibit J**, annexed hereto).

32. As evidenced by the real estate transactions described herein and the potential suspect activities of the parties, including knowledgeable and experienced real estate attorneys, it was not possible, at the time of Mr. Day's bankruptcy filing or at the present time, to determine what, if any monies, are due from Mr. Capazzi or any other parties to Mr. Day.

33. As stated above, Mr. Day was advised that there was no equity in any of the properties in light of the market downturn and, relying upon these purportedly fraudulent misrepresentations from Mr. Capazzi and others, did not believe that 11 Mountain View, or the other two (2) properties remaining at the time of the filing of his Bankruptcy Petition, had any equity or value that could be reported to the Bankruptcy Court.

34. Upon information and belief, Mr. Capazzi, acting in concert with others, purposely concealed and/or diverted the equity in the properties owned by the business

association by, *inter alia*, transferring title in the properties to other entities/individuals, allegedly forging Mr. Day and Mrs. Day's signatures on HUD-1 Closing Statements, and taking equity from the properties, in the form of liens and/or mortgages, for his own benefit or the benefit of third parties.

35. As stated above, Mr. Day has requested that this firm initiate a lawsuit against Mr. Capazzi and others who may have acted in concert with Mr. Capazzi in connection with these real estate transactions.

36. To date, this firm has not yet filed a lawsuit as we shall await permission from the Bankruptcy Court for same and a better sense of the manner in which that litigation could or may be funded by Mr. Day.

37. Although any litigation, at this point, would be brought in good faith and be potentially meritorious based on the proofs obtained to date, Mr. Day does not, to my understanding, have the resources to initiate or finance a lawsuit of this magnitude with this firm at this time.

LITIGATION AGAINST LIBERTY MUTUAL INSURANCE COMPANY

38. On October 1, 2008, this firm was admitted as Special Litigation Counsel in connection with this matter.

39. This firm has been representing Mr. Day, Ralph Day, Jr., Viking Industrial Security, Inc. and Viking Alarm Systems, Inc. in the matter of *Viking Industrial Security, Inc., et al. v. Liberty Mutual Ins. Co., et al.*, Docket No. SOM-L-1223-7 (the "Liberty Mutual Litigation") since the filing of the Complaint in April 10, 2007.

40. The Liberty Mutual Litigation predominantly arose out of Liberty Mutual's wrongful termination of worker's compensation insurance for Viking Industrial

Security, Inc. and Viking Alarm Systems, Inc., causing Viking to lose, in part, numerous longstanding, valuable customers.

41. Subsequent to Viking filing its Complaint, Liberty Mutual filed a lawsuit against Viking based upon the same events. *Liberty Mutual Ins. Co., et al. v. Viking Industrial Security, Inc., et al*, Docket No. SOM-L-525-07.

42. The State of New Jersey filed a Complaint as Plaintiff-Intervenor under Docket No. SOM-L-525-07, and several parties have been added since the inception of the Liberty Mutual Litigation.

43. After filing the initial Complaint, Viking added Richard Girasole, CPA as a Defendant to the litigation based, in part, on Mr. Girasole's failure to cooperate with Viking and/or Liberty Mutual in the insurance audit process.

44. Defendant Girasole served as Viking's accountant for approximately twenty (20) years.

45. The discovery process in the Liberty Mutual Litigation has been frustrated by Defendant Girasole's refusal to produce financial documents concerning Viking.

46. Viking has alleged, *inter alia*, that Defendant Girasole, in his role as Viking's accountant, committed professional malpractice and Viking has submitted and filed the appropriate and required Affidavit of Merit in support of same.

47. The Liberty Mutual Litigation is still in the discovery stage with a Discovery End Date of April 31, 2009.

48. The total extent of Viking's damages in that matter is in the process of being calculated but can be represented to this Court to be substantial.

49. The Liberty Mutual Litigation is ongoing, aggressive, and complex, and the possibility of recovering damages is not illusory, based upon the actions, inactions, and conduct of Liberty Mutual and Mr. Girasole, respectively.

50. This firm has the benefit of the complex history and factual background of the Liberty Mutual Litigation, which a Chapter 7 Trustee would not.

51. I respectfully submit that Mr. Day's bankruptcy estate would be best served by permitting Mr. Day to remain in Chapter 11 protection and allowing this firm to continue to aggressively pursue the Liberty Mutual Litigation.

52. As stated herein, Mr. Day has been a client of the undersigned for many years.

53. I have represented Mr. Day in personal as well as corporate matters.

54. I have always known Mr. Day to be honest, fully responsive and forthcoming with regard to his personal, financial and corporate transactions.

55. To date, I can respectfully submit that any request or directive from this firm to Mr. Day was always, without exception, received well, handled appropriately and completed timely.

56. I would welcome the opportunity to appear before the Court to address any concerns that the Court or Trustee may have with regard to Mr. Day's real estate transactions with Mr. Capazzi or any other issues that the Bankruptcy Court may deem proper and/or necessary relevant to the now pending Motion before the Court.

I certify that the foregoing statements made by me are true. I am aware that if
any of the foregoing statements made by me are willfully false, I am subject to punishment.

By: 

CHARLES SHAW, ESQ.

Date: December 16, 2008

EXHIBIT A

Law Office of Charles Shaw & Associates

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

TEL (201) 338-2821

170 Washington Avenue
Dumont, New Jersey 07628

FAX (201) 338-2826

March 17, 2008

VIA FACSIMILE
(201) 224-0572

Bridgeview Abstract
260 Columbia Avenue
Fort Lee, New Jersey 07024

Re: 11 Mountain View Court, Demarest

Dear Sir or Madam:

Kindly provide a search on the following property to determine if there are any outstanding liens or mortgages on same:

- Address: 111 Mountain View Court, Demarest, New Jersey
- Lot: 15
- Block: 1.03
- Deed holder: Lou Capazzi

If you require any additional information in order to conduct this search, kindly contact the undersigned. I will await your response.

Thank you in advance for your attention to this matter.

Very truly yours,



EILISH M. MCLOUGHLIN

EXHIBIT B



TITLE INSURANCE AGENTS
260 COLUMBIA AVENUE, FORT LEE, NJ 07024 (201)224-6678 FAX # (201)224-0572

March 18, 2008

Eilish M. McLoughlin, Esq.
Law Office of Charles Shaw & Associates
170 Washington Avenue
Dumont, NJ 07628

RE: Title No. S-60557
11 Mountain View Court
Borough of Demarest
Lot(s) 15, Block 1.03

RECEIVED
MAR 19 2008
BY:-----

Dear Ms. McLoughlin:

Please be advised that we have conducted searches with regard to the above mentioned title in Bergen County and Trenton and find the following:

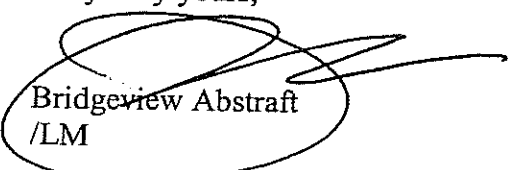
Title is vested in Ann Capazzi by deed from Sergey Timofeyev and Marina Timofeyev, his wife dated December 1, 2004, recorded February 21, 2006 in the Bergen County Clerk's Office in Deed Book 9020, page 18.

Subject to:

1. Mortgage made by Ann Capazzi to Chevy Chase Bank, FSB dated June 19, 2007, recorded July 13, 2007 in the Bergen County Clerk's Office in Mortgage Book 16862, page 584. Securing the sum of \$1,187,900.00.
2. UCC #368 filed February 19, 2004 vs. Louis A. Capazzi, Jr., Attorney at Law, PC. Secured Party is: The Provident Bank.
3. Trenton Judgment Search shows two returns.
4. Tax Search ordered, not yet received.

This is a special service search and no title policy is to be issued. Our liability hereunder for errors or omissions is hereby limited to \$300.00.

Very truly yours,


Bridgeview Abstract
/LM

Prepared by:

EUGENE N. CAVALLA, ESQ.

20
5-20

DEED

Consideration : 630,000.00
Realty Transfer Fee : 583.00
State Portion : 3639.00
County Portion : 845.00
Municipality Portion : 720.00

This Deed is made on December 1 2004

BETWEEN

SERGEY TIMOFEEV AND MARINA TIMOFEEV, HUSBAND AND WIFE

whose address is 11 MOUNTAIN VIEW COURT, DEMAREST, NJ 07627

referred to as the Grantor.

AND

JOHN CAPAZZI

whose address is 660 KINDERKAMACK ROAD, ORADELL, NJ 07649

7/2/04 Deed > \$50,000
Matthew A. Donovan Recording Fee 00.00
Bergen County Clerk
Recorded 02/21/2004 16:16

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

TRANSFER OF OWNERSHIP. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of SIX HUNDRED THIRTY THOUSAND 00/100 (\$630,000.00) DOLLARS

The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A. 46:15-2.1) Municipality of DEMAREST
Block No. 1.03 Lot No. 15 Account No.

Block No. 1.01 Lot No. 15 Municipality of CRESSKILL
Account No.

☒ No property tax identification number is available on the date of this Deed. (Check box if applicable.)

PROPERTY. The property consists of the land and all the buildings and structures on the land in the BOROUGH of DEMAREST County of BERGEN and State of New Jersey. The legal description is:

*** SEE LEGAL DESCRIPTION ATTACHED HERETO ***

BEING COMMONLY KNOWN AS 11 MOUNTAIN VIEW COURT, DEMAREST, NJ 07627

In Compliance with Chapter 157, Laws of 1977, premises are also known as Tax Lot 15 in Block 1.03 on the Official Tax Map of the municipality of DEMAREST.

In Compliance with Chapter 157, Laws of 1977, premises are also known as Tax Lot 15 in Block 1.01 on the Official Tax Map of the municipality of CRESSKILL.

BEING THE SAME PREMISES CONVEYED TO THE GRANTORS HEREIN BY DEED FROM PRUDENTIAL RESIDENTIAL SERVICES, LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP BY: PRUDENTIAL HOMES CORPORATION, ITS GENERAL PARTNER DATED SEPTEMBER 17, 2004 AND RECORDED IN THE BERGEN COUNTY CLERK'S OFFICE ON IN BOOK PAGE

040206018

NEW JERSEY TITLE INSURANCE COMPANY

File Number: STG-015367

SCHEDULE A, ITEM 3
LEGAL DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Dumont and the Borough of Cranford, County of Bergen, State of New Jersey:

BEING known and designated on a certain map entitled "Map of Heather Hill Homes", property of Lynn Associates, Inc., of Dumont and Cranford, Bergen County, New Jersey, September 28, 1949 and filed in the Office of the Clerk of the County of Bergen on December 19, 1949 as map no. 1839, known, laid down and designated as Lot Number Fifteen (15) in Block 1-C.

BEGINNING at a point in the northerly side of Mountain View Court (50 feet wide), said point being distant 245.70 feet northerly and westerly along the same from its intersection with the northerly side of Mountain View Road (50 feet wide), if both sidelines were extended to form an intersection and from said point of beginning running: thence

- (1) along said sideline on a curve to the left having a radius of 50.00 feet an arc length of 71.69 feet to a point; thence
- (2) South 84 degrees 43 minutes 30 seconds West 122.73 feet to a point; thence ✓
- (3) North 19 degrees 02 minutes 30 seconds East 123.26 feet to a point; thence ✓
- (4) North 14 degrees 52 minutes 30 seconds East 118.52 feet to a point; thence ✓
- (5) South 75 degrees 07 minutes 30 seconds East 78.55 feet to a point; thence ✓
- (6) South 10 degrees 49 minutes 50 seconds East 152.21 feet to the point and place of BEGINNING. ✓

The above description is in accordance with a survey prepared by Gary Eisenstat, PLS, dated September 15, 2004

NOTE: Being Lot 15, Block 1.03, Tax Map of the Borough of Dumont, County of Bergen

NOTE: Being Lot 15, Block 1.01, Tax Map of the Borough of Cranford, County of Bergen

NOTE: Lot and Block shown for informational purposes only.

Issued by:
State Title Group, Inc.
182 West End Avenue
Secaucus, NJ 08009
Telephone: (201) 243-0900 Fax: (201) 243-0901 (Main) & (201) 243-3815 (Title Dept)

Schedule C - Legal Description

BR 09020 PG 019

NO. 760

STATE TITLE GROUP

NOV. 30. 2004 3:25PM

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

GTY/REP-3
(9-04)

SELLER(S) INFORMATION (If multiple Sellers, Each Seller Must Complete a Certification)

Name(s) **BERGEY TIMOFEEV AND MARINA TIMOFEEV**
Current Resident Address:

Street: **11 MOUNTAIN VIEW COURT**

DEMAREST
City, Town, Post Office

NJ
State

07627
Zip Code

PROPERTY INFORMATION (Brief Property Description)

Block(s) **1.03** Lot(s) **15** Qualifier

Street Address: **11 MOUNTAIN VIEW COURT**

DEMAREST

City, Town, Post Office

NJ

State

07627

Zip Code

100%
Seller's Percentage of Ownership

\$620,000.00
Consideration

Closing Date

SELLER'S ASSURANCES (Check the Appropriate Box)

1. ☒ I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is sold exclusively as my principal residence within the meaning of Section 121 of the Federal Internal Revenue Code of 1986, 26 U.S.C. § 121.
3. ☐ I am a mortgage conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000.00 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

SELLER(S) DECLARATION

The undersigned understands that this Declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment or both. I furthermore declare that I have examined this Declaration and, to the best of my knowledge and belief, it is true, correct and complete.

Date

12/11/04

Date

12/11/04

0090209821

Signature

(Seller)

(Please indicate if Power of Attorney or Attorney In Fact)

Signature

(Seller)

(Please indicate if Power of Attorney or Attorney In Fact)

 ORIGINAL

557046570

16/1/08
#3
MS
Return To:
Document Control Dept.
7501 Wisconsin Avenue
Bethesda, MD 20814

7/2/08 Mortgage
Kathleen A. Donovan Recordings Fee 180.00
Barnes County Clerk
Recorded 07/13/2007 10:31

Prepared By:
Joyce McGarson, Loan Closer
Chevy Chase Bank, F.S.B.
7501 Wisconsin Avenue
Bethesda, MD 20814

(Space Above This Line For Recording Date)

MORTGAGE

MIN 1000153-0557046570-2

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 10.

- (A) "Security Instrument" means this document, which is dated June 19, 2007 together with all Riders to this document.
(B) "Borrower" is ANN CAPARET

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (488) 079-MERS.

NBA J12827 - Single Family - Penna Mass/Pradco Mac UNIFORM INSTRUMENT WITH MERS

Form 2001 1/01

© 2001 - 06 (M) REID

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WFP Mortgage Products, Inc.



15416623

AC

B16862P584

MIN 1000153-0557046570-2

(D) "Lender" is Chevy Chase Bank, F.S.B.

Lender is a federally chartered savings bank organized and existing under the laws of the United States of America. Lender's address is 7801 Wisconsin Avenue, Bethesda, MD 20814.

(E) "Note" means the promissory note signed by Borrower and dated June 19, 2007. The Note states that Borrower owes Lender One Million One Hundred Eighty Seven Thousand Nine Hundred and 00/100 Dollars (U.S. \$ 1,187,900.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than July 1, 2037.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) (specify) Legal Descrip.

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape as to order, instruction, or authorization a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) subrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 5 of this Security Instrument.

(P) "REBA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "REBA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

44-3A(4) (001) 12

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Form 3031 1/01

15448623

B16852P585

**CHICAGO TITLE INSURANCE COMPANY
TITLE INSURANCE COMMITMENT**

File Number: ECT07-472

**SCHEDULE C
LEGAL DESCRIPTION**

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Demarest, County of Bergen, State of New Jersey:

BEGINNING at a point in the northerly sideline of Mountain View Court (50 feet wide), said point being distant 143.70 feet northerly and westerly along the same from its intersection with the northerly sideline of Mountain View Road (50 feet wide), if both sidelines were extended to form an intersection and from said point of beginning running; thence

1. Along said sideline on a curve to the left having a radius of 50.00 feet an arc length of 73.09 feet to a point; thence

2. South 84 degrees 43 minutes 30 seconds West 122.73 feet to a point; thence

3. North 13 degrees 02 minutes 30 seconds East 123.26 feet to a point; thence

4. North 14 degrees 52 minutes 30 seconds East 118.52 feet to a point; thence

5. South 75 degrees 07 minutes 30 seconds East 78.38 feet to a point; thence

6. South 10 degrees 49 minutes 50 seconds East 151.33 feet to the point and place of BEGINNING.

NOTE: Being Lot(s): 15; Block 1.03; Tax Map of the Borough of Demarest, County of Bergen, State of New Jersey.

NOTE: Lot and Block shown for informational purposes only.

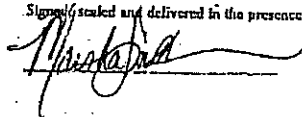
Schedule C

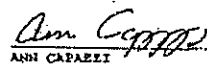
B16862P587

MIN 1000153-0557046570-2

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider attached by Borrower and recorded with it.

Signed/sealed and delivered in the presence of:



 (Seal)
ANN CAPUZZI
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

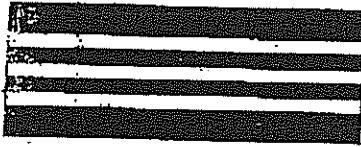
15440E23

Page 14 of 18

AL

Form 3031 1/01

B16862P598



000368
FEB 19 2004

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME AND PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
Boffa, Shaljian, Cammarata, Nulty & Garrigan, LLC
850 Bergen Avenue
Jersey City, NJ 07306

20476 UCC 1 - Financial Statement
Kathleen A. Donovan Recording Fee 25.00
Bergen County Clerk
Recorded 02/19/2004 11:45

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY									
1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names									
1a. ORGANIZATION'S NAME Louis A. Capozzi, Jr., Attorney At Law, P.C.									
1b. INDIVIDUAL'S LAST NAME									
1c. MAILING ADDRESS 280 Kinderkamack Road									
1d. TAX ID #, SSN OR EIN 22-3314050									
1e. TYPE OF ORGANIZATION Corporation									
1f. JURISDICTION OF ORGANIZATION New Jersey									
1g. ORGANIZATIONAL ID#, if any NONE									
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names									
2a. ORGANIZATION'S NAME									
2b. INDIVIDUAL'S LAST NAME									
2c. MAILING ADDRESS									
2d. TAX ID #, SSN OR EIN									
2e. TYPE OF ORGANIZATION									
2f. JURISDICTION OF ORGANIZATION									
2g. ORGANIZATIONAL ID#, if any NONE									
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)									
3a. ORGANIZATION'S NAME The Provident Bank									
3b. INDIVIDUAL'S LAST NAME									
3c. MAILING ADDRESS 830 Bergen Avenue									
3d. TAX ID #, SSN OR EIN									
3e. TYPE OF ORGANIZATION									
3f. JURISDICTION OF ORGANIZATION Jersey City									
3g. ORGANIZATIONAL ID#, if any NJ 07306 USA									
4. This FINANCING STATEMENT covers the following do interest: See Exhibit A attached hereto.									
5. ALTERNATIVE DESIGNATION (if applicable): <input checked="" type="checkbox"/> LESSOR/LESSOR <input checked="" type="checkbox"/> CONSIGNEE/CONSIGNOR <input checked="" type="checkbox"/> BAILEE/BAILOR <input checked="" type="checkbox"/> SELLER/BUYER <input checked="" type="checkbox"/> AG. LIEN <input checked="" type="checkbox"/> NON-UCC FILING									
6. THIS FINANCING STATEMENT is to be filed (for record) in the REAL ESTATE RECORDS. Attach Addendum (if applicable):									
7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) (ADDITIONAL FEE): <input checked="" type="checkbox"/> Debtor 1									
8. ADDITIONAL FILER REFERENCE DATA									
FILING OFFICE: County Records									
FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 7/29/98)									

RIDER TO UCC-1

DEBTOR: Louis A. Capazzi, Jr. Attorney At Law, P.C.

SECURED PARTY: The Provident Bank

Set-Off. Debtor hereby grants to the Secured Party a lien and interest against any funds or property of Debtor that are at any time on deposit with the Secured Party. Upon the occurrence of a default, Secured Party may, without notice and without limiting any other available right remedy, freeze such funds or other property or any obligation owing by Secured Party to the Debtor, against all sums outstanding under the Note or the Mortgage, executed simultaneously herewith.

All furniture, furnishings, partitions, screens, awnings, venetian blinds, window shades, draperies, carpeting, pipes, ducts, conduits, dynamos, motors, engines, compressors, generators, vacuum cleaning systems, call systems, switchboards, sprinkler systems, fire prevention and extinguishing apparatus, refrigerating, air conditioning, heating, dishwashing, plumbing, ventilating, gas, steam, electrical and lighting fittings and fixtures, licenses or permits of any kind, trademarks, copyrights, accounts receivable, rights to any trade names, operating supplies and inventory and all other machinery, fixtures, tools, implements, apparatus, appliances, equipment, goods, facilities and other personal property of every kind and character whatsoever, together with all renewals, replacements and substitutions thereof and additions and accessions thereto in which Debtor now has, or at any time hereafter acquires, an interest and which are now or hereafter located or situated in or upon, or affixed or attached to, or used in connection with the enjoyment, occupancy and/or operation of, all or any portion of its business, and the proceeds of all of the foregoing items, including all contracts and the proceeds there from.

All equipment and machinery, including power-driven machinery and equipment, furniture and fixtures now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts and tools belonging thereto or for use in connection therewith.

All inventory, raw materials, work in process and supplies now owned or hereinafter acquired.

All accounts receivable now outstanding or hereafter arising.

All contract rights and general intangibles now in force or hereafter acquired.

CHARLES JONES INC

NEW JERSEY SUPERIOR COURT,
UNITED STATES DISTRICT COURT AND
UNITED STATES BANKRUPTCY COURT

HEREBY CERTIFIES TO:

947-0524-20

RE: S-60557

BRIDGEVIEW ABSTRACT CO INC
PO BOX 3240
FORT LEE NJ 07024-9240

THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET
OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT
COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES
BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING
UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED
RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL
LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL
PROPERTY WITHIN NEW JERSEY, NOR ANY PETITION COMMENCING PROCEEDINGS IN
BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

	FROM	TO
ANN CAPAZZI	03-14-1988	03-14-2008

***** WITH JUDGMENTS *****
(SEE ATTACHED 1 PAGE)

DATED 03-14-2008
TIME 08:45 AM

FEES: \$ 10.00
TAX: \$ 0.70
TOTAL:\$ 10.70

RN08-078-05081 078 0837078 02

CHARLES JONES INC
P.O. BOX 8488
TRENTON, NJ 08650

1.

____ INIT

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-199415-2007

DATE DOCKETED: 07/19/07

TYPE OF ACTION: CERTIF OF DEBT

VENUE: MERCER

DEBT: \$ 3,864.25

CREDITOR(S):

DIV OF TAXATION ,TAX ID NUMBER = I*****194000

ATTORNEY: PRO SE

DEBTOR(S):

ANN CAPAZZI , SSN#:XXX-XX-0194

16 E BROOK DR, HARRINGTON PARK, NJ 07640-1358

ATTORNEY: PRO SE

*** End of Abstract ***

CHARLES JONES INC

NEW JERSEY SUPERIOR COURT,
UNITED STATES DISTRICT COURT AND
UNITED STATES BANKRUPTCY COURT

HEREBY CERTIFIES TO:

947-0524-20

RE: S-60557

BRIDGEVIEW ABSTRACT CO INC
PO BOX 3240
FORT LEE NJ 07024-9240

THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET
OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT
COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES
BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING
UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED
RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL
LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL
PROPERTY WITHIN NEW JERSEY, NOR ANY PETITION COMMENCING PROCEEDINGS IN
BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

	FROM	TO
LOU CAPAZZI	03-14-1988	03-14-2008

WITH JUDGMENTS

(SEE ATTACHED 1 PAGE)

DATED 03-14-2008
TIME 08:45 AM

FEES: \$ 10.00
TAX: \$ 0.70
TOTAL: \$ 10.70

RN08-078-01705 078 0576078 02

CHARLES JONES INC
P.O. BOX 8488
TRENTON, NJ 08650

1. _____ INIT

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-199416-2007

DATE DOCKETED: 07/19/07

TYPE OF ACTION: CERTIF OF DEBT

VENUE: MERCER

DEBT: \$ 3,864.25

CREDITOR(S):

DIV OF TAXATION ,TAX ID NUMBER = I*****032000

ATTORNEY: PRO SE

DEBTOR(S):

LOUIS A CAPAZZI , SSN#:XXX-XX-0032

16 E BROOK DR, HARRINGTON PARK, NJ 07640-1358

ATTORNEY: PRO SE

*** End of Abstract ***

EXHIBIT C

Law Office of Charles Shaw & Associates

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

170 Washington Avenue
Dumont, New Jersey 07628

TEL (201) 338-2821

FAX (201) 338-282

March 19, 2008

VIA FACSIMILE & REGULAR MAIL
(201) 986-1132

Louis Capazzi, Esq.
660 Kinderkamack Road
Oradell, New Jersey 07649

**Re: The property located at 11 Mountain View Court,
Borough of Demarest, New Jersey**

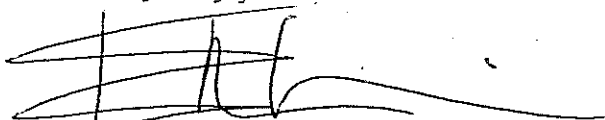
Dear Mr. Capazzi:

As you are aware, this firm represents Mr. Ralph Day, Sr. in both his personal and corporate capacity. The property located at 11 Mountain View Court, Borough of Demarest, New Jersey (the "Subject Property") is being sold and this firm shall be handling the closing for said transaction. Thus, kindly advise all realtors, brokers, and/or parties to contact this firm directly regarding any matter concerning the sale of the Subject Property.

Kindly be advised that there is only one (1) lien/mortgage currently on the Subject Property. You are hereby directed not to file or cause to be filed, directly or indirectly, any liens, encumbrances, or mortgages on the Subject Property. In the event that you should in any way encumber the Subject Property in direct contravention of this notice, you are, and previously were, placed on formal notice that you will be subject to considerable civil liability including, but not limited to, breach of contract, breach of fiduciary duty, breach of good faith and fair dealing, and tortious interference with prospective economic advantage. You are to be guided accordingly.

This correspondence is forwarded without prejudice to the rights and/or interests of Ralph Day, Sr. in connection with any and all matters he may have with or against you.

Very truly yours,



ELISH M. MCLOUGHLIN

cc: William J. Rush, Esq. (via facsimile and regular mail)
Ralph Day, Sr. (via regular mail)

EXHIBIT D

Law Office of Charles Shaw & Associates

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

TEL (201) 338-2821

170 Washington Avenue
Dumont, New Jersey 07628

FAX (201) 338-2828

March 19, 2008

VIA FACSIMILE & REGULAR MAIL
(201) 986-1132

Louis Capazzi, Esq.
660 Kinderkamack Road
Oradell, New Jersey 07649

Re: 11 Mountain View Court, Demarest, New Jersey

Dear Mr. Capazzi:

During a telephonic conference earlier today with my associate, Eilish M. McLoughlin, Esq., you advised that there is a purported second mortgage on the property located at 11 Mountain View Court, Borough of Demarest, New Jersey (the "Subject Property").

I have discussed this matter with my client, Ralph Day, Sr., and he is unaware of the purported, unrecorded mortgage. Additionally, if, in fact, an unrecorded mortgage does exist, it is my client's contention that said mortgage is your sole responsibility and is an obligation that is wholly unrelated to the Subject Property, or is an obligation personal in nature and related to you exclusively. If you dispute this contention, kindly provide this office with the appropriate written, documentary evidence supporting your position, and I will review same.

Furthermore, you are continued to be on formal notice that you are prohibited from filing or causing to be filed, directly or indirectly, any liens, encumbrances, or mortgages on the Subject Property. You continue to be guided accordingly.

Finally, as requested by Mr. Day earlier today, kindly provide this office with the HUD-1 Closing Statements for the following properties:

- 67 Highland Avenue, Demarest, New Jersey;
- 62 Columbus Avenue, Demarest, New Jersey;
- 89 Columbus Avenue, Closter, New Jersey; and
- 293 Durie Avenue, Closter, New Jersey.

I will await your prompt response to the above.

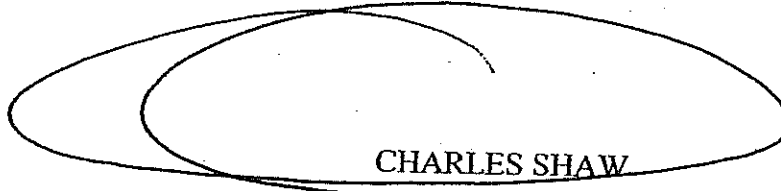
Law Office of Charles Shaw & Associates

March 19, 2008

Page 2

This correspondence is forwarded without prejudice to the rights and/or interests of Ralph Day, Sr. in connection with any and all matters he may have with or against you.

Very truly yours,

A large, stylized handwritten signature in black ink, consisting of several overlapping loops, is written over the printed name "CHARLES SHAW".

CHARLES SHAW

cc: William J. Rush, Esq. (via facsimile and regular mail)
Ralph Day, Sr. (via regular mail)

EXHIBIT E

Law Office of Charles Shaw & Associates

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

TEL (201) 338-2821

170 Washington Avenue
Dumont, New Jersey 07628

FAX (201) 338-28

March 25, 2008

VIA FACSIMILE & REGULAR MAIL

(201) 372-1007

William J. Rush, Esq.
10 Stuyvesant Avenue
Lyndhurst, New Jersey 07071

Re: 11 Mountain View Court, Demarest, New Jersey

Dear Mr. Rush:

As you are aware, this firm represents the interests of Mr. Ralph Day, Sr. in connection with the above-captioned matter. You have confirmed that you represent Mr. Louis Capazzi in connection with this matter. I have been advised that the closing on 11 Mountain View Court, Borough of Demarest, New Jersey (the "Subject Property") is scheduled for Tuesday, March 25, 2008.

Per the mutual agreement of the parties, your office will be conducting the closing of the Subject Property on behalf of the sellers. Kindly furnish this office with the HUD-1 Closing Statement for the Subject Property in advance of the closing, as our client will not authorize a closing on the Subject Property until this firm has reviewed and approved the HUD-1 Closing Statement.

Further pursuant to our agreement, you will hold any and all monies from the sale of the Subject Property in escrow until an agreement is reached by the parties or until Order of the Court directing you to disburse same. Compliance with the terms of this agreement, namely forwarding the HUD-1 to this firm for review, refraining from closing on the Subject Property until you receive this firm's approval, and holding the sale monies in escrow, will negate Mr. Day's pursuance of interim restraints through the filing of an Order to Show Cause.

Finally, prior to your acknowledgement that you represent Mr. Capazzi in this matter, on Thursday, February 19, 2008, this firm sent Mr. Capazzi correspondence requesting that he provide HUD-1 Closing Statements for the following properties:

- 67 Highland Avenue, Demarest, New Jersey;
- 62 Columbus Avenue, Demarest, New Jersey;
- 89 Columbus Avenue, Closter, New Jersey; and

Law Office of Charles Shaw & Associates

March 24, 2008

Page 2

- 293 Durie Avenue, Closter, New Jersey.

In a telephonic conference with Mr. Capazzi on Thursday, March 19, 2008, Mr. Capazzi indicated that he would indeed furnish same. Once you have confirmed your client's agreement to provide the documents to this firm, kindly forward the above-listed HUD-1 Closing Statements to this firm for our review.

Kindly sign this correspondence in the location indicated below and return an executed copy to this firm indicating your receipt, acknowledgement, and agreement with the terms contained herein. I will await your response.

This correspondence is forwarded without prejudice to the rights and/or interests of Ralph Day, Sr. in connection with any and all matters he may have with or against your client.

Very truly yours,



CHARLES SHAW

Dictated but not read.

BY: _____
William Rush, Esq.

DATED: March ____, 2008

cc: Ralph Day, Sr. (via regular mail)

EXHIBIT F

UNIFORM SETTLEMENT STATEMENT

UAB Approval No. 2202-0

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					SETTLEMENT STATEMENT	
B. TYPE OF LOAN			6. File Number.		7. Loan Number:	
1. FHA 2. FmHA			2006-2935		0701180528	
3. N. Conve. Unins. 4. VA 5. Conve. Ins.			8. Mortgage Insurance Case Number			

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.m.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

NOTE: TIN = Taxpayer's Identification Number

D. NAME AND ADDRESS OF BORROWER: Uk Chung Jin H. Ghong 80 Park Ave., #9N New York, NY 10016		E. NAME, ADDRESS AND TIN OF SELLER: Ralph Day Virginia Day	F. NAME AND ADDRESS OF LENDER: Hudson City Savings Bank West 80 Centruy Rd., Paramus, NJ 07652
---	--	--	---

G. PROPERTY LOCATION: 67 Highland Ave. Demarest, NJ 07627	H. SETTLEMENT AGENT NAME, ADDRESS AND TIN: Sang Chin Yom 1580 Lemoine Avenue, Suite 9, Fort Lee, NJ 07024 13-389865B PLACE OF SETTLEMENT 1580 Lemoine Ave., suite 9, Fort Lee, NJ 07024	I. SETTLEMENT DATE: 07/20/2007
---	---	-----------------------------------

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
01. Contract sales price	1,300,000.00	401. Contract sales price	1,300,000.00
02. Personal property		402. Personal property	
03. Settlement charges to borrower (Line 1-100)	35,614.63	403.	
04.		404.	
05.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
06. City/town taxes		406. City/town taxes	
07. County taxes		407. County taxes	
08. Assessments		408. Assessments	
09.		409.	
10.		410.	
11.		411.	
12.		412.	
D. GROSS AMOUNT DUE FROM BORROWER	1,335,614.63	420. GROSS AMOUNT DUE TO SELLER	1,300,000.00

L. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
Deposit or earnest money	130,000.00	501. Excess deposit	130,000.00
Principal amount of new loan(s)	400,000.00	502. Settlement charges to seller (Line 1-100)	61,605.00
Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
Refundable Commitment Fee	4,000.00	504. Payoff of first mortgage loan Countrywide	516,626.68
		505. Payoff of second mortgage loan Wachovia Bank	252,159.21
		506. Fedex	75.00
		507.	
		508.	
		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
City/town taxes 07/01/2007-07/20/2007	877.92	510. City/town taxes 07/01/2007-07/20/2007	877.92
County taxes		511. County taxes	
Assessments		512. Assessments	
		513. Open Mortgage escrow/SCY	2,500.00
Refrigerator credit	1,000.00	514. Tax lien escrow/ SCY	85,000.00
Taxes Current Year 10259.80		515. refrigerator credit	1,000.00
Per Diem 28.109		516.	
Seller Paid 4772.00		517.	
Seller Owe (days) 201		518.	
		519.	
TOTAL PAID BY/FOR BORROWER	535,877.92	520. TOTAL REDUCTION AMOUNT DUE SELLER	1,049,843.81

M. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT FROM/TO SELLER	
Gross amount due from borrower (Line 120)	1,335,614.63	601. Gross amount due to seller (Line 420)	1,300,000.00
Gross amount paid by/for borrower (Line 220)	535,877.52	602. Less reduction in amount due seller (Line 520)	1,049,843.81
CASH FROM BORROWER	799,736.71	603. CASH TO SELLER	250,156.19

SELLER'S STATEMENT

Information contained in Blocks E, G, H, and I and on line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the IRS Revenue Service (see Seller Certification). If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required and the IRS determines that it has not been reported. You are required to provide the Settlement Agent with your correct taxpayer identification number. If you provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

SETTLEMENT CHARGES

700. TOTAL SALES/BROKER'S COMMISSION based on price \$1,300,000.00 @ 4.000%			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT		
Division of Commission (line 700) as follows:						
701 \$25,775.00 to Excel Realty, Inc.						
702 \$21,225.00 to Friedberg Properties						
703 Commission paid at Settlement				47,000.00		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801 Loan Origination Fee \$						
802 Loan Discount \$						
803 Appraisal Fee to						
804 Credit report to						
805 Lender's Inspection Fee						
806 Loan Application Fee to Mortgage Broker POC\$690						
807 Refundable Commitment Acceptance Fee 1% POC\$4000						
808 Mortgage Broker Fee from Lender to Livingston Mortgage POC\$4000						
809						
810						
811						
812						
813						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901 Interest from 07/20/2007-08/01/2007 @ \$67.123 per day			805.48			
902 Mortgage Insurance Premium for						
903 Hazard Insurance Premium for						
904						
905						
1000. RESERVES DEPOSITED WITH LENDER						
1001 Hazard Insurance						
1002 Mortgage Insurance						
1003 City Property Taxes 5 months @ \$1,016.25 per month			5,091.25			
1004 County Property Taxes						
1005 Annual assessments						
1006						
1007						
1008 Accrual Accounting Adjustment						
1100. TITLE CHARGES						
1101 Settlement or closing fee to Sang Chin Yom, Esq.			250.00			
1102 Abstract or title search to						
1103 Title Examination to						
1104 Title insurance binder to						
1105 Document preparation to						
1106 Notary fees to						
1107 Attorney's fees to Sang Chin Yom, Esq.						
(includes line numbers: William J. Rush, Esq.)			2,500.00	1,000.00		
1108 Title Insurance to Evergreen Land Title Services, Inc.			4,765.00			
(includes line numbers:						
1109 Lender's coverage \$ 400000.00						
1110 Owner's coverage \$ 1300000.00						
1111 Notice of settlement						
1112 Bank Attorney Fee to Dielfenbach, Witt & Birchy, Esos.			300.00			
1113			225.00			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201 Recording fees: Deed \$ 250.00 Mortgage \$ 350.00 Release \$ 400.00			600.00	400.00		
1202 City/county tax/stamps: Deed \$ Mortgage \$						
1203 State tax/stamps: Deed \$ Mortgage \$						
1204 Bergen County Clerk (Mansion tax & Transfer tax)						
1205 Borough of Demarest (3rd Q. estimated tax)			13,000.00	13,205.00		
1300. ADDITIONAL SETTLEMENT CHARGES						
1301 Survey to Wells Associates Land Surveying			1,150.00			
1302 Pest inspection to						
1303 Cost and Disbursement			195.00			
1304						
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EXHIBIT G



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

TYPE OF LOAN

1. X Conv. Upins. 2. PmHA
4. VA 5. Conv. Inv.

6. File Number

0701P1218A

7. Loan Number

164448772

8. Mortgage Insurance Case Number

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER:

DAVID H. KIM
EUN JUNG LEE
ABOUT TO BE:
62 COLUMBUS ROAD
DEMAREST, NJ 07627

E. NAME, ADDRESS AND TIN OF SELLER:

VIRGINIA DAY
15 CHRISTIE STREET
DEMAREST, NJ 07627

F. NAME AND ADDRESS OF LENDER:

AMERICA'S WHOLESALE LENDER
1800 TAPO CANYON ROAD
SEMI VALLEY, CA 93063

G. PROPERTY LOCATION:

62 COLUMBUS ROAD
DEMAREST, NJ 07627

H. SETTLEMENT AGENT NAME, ADDRESS AND TIN

KIM & BAE
2160 NORTH CENTRAL ROAD, FORT LEE, NJ 07024

PLACE OF SETTLEMENT

2160 NORTH CENTRAL ROAD
FORT LEE, NJ 07024

I. SETTLEMENT DATE

03/30/2007

FUNDING DATE

03/30/2007

LOT 141 BLOCK 29.01

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:	
101. Contract sales price	1,200,000.00
102. Personal property	
103. Settlement charges to borrower (Line 1400)	33,016.04
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes 03/30/2007-03/31/2007	18.01
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	1,233,034.05

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	1,200,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes 03/30/2007-03/31/2007	18.01
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	1,200,018.01

L. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:

201. Deposit or earnest money	320,000.00
202. Principal amount of new loan(s)	960,000.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	1,080,000.00

M. REDUCTIONS IN AMOUNT DUE TO SELLER:

501. Excess deposit	320,000.00
502. Settlement charges to seller (Line 1400)	60,695.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan COUNTRYWIDE	404,582.61
505. Payoff of second mortgage loan	
506. REFRIGERATOR INST. ESCROW	3,500.00
507. HOME WARRANTY ESCROW	2,400.00
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
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519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	591,177.62

N. CASH AT SETTLEMENT FROM/TO BORROWER

601. Gross amount due from borrower (Line 120)	1,233,034.05
602. Less amount paid by/for borrower (Line 220)	1,080,000.00
603. CASH FROM BORROWER	153,034.05

O. CASH AT SETTLEMENT FROM/TO SELLER

601. Gross amount due to seller (Line 420)	1,200,018.01
602. Less reduction in amount due seller (Line 520)	591,177.62
603. CASH TO SELLER	608,840.40

Section 6 of the Real Estate Settlement Procedures Act (RESPA) requires the following: "HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate better understand the nature and costs of real estate settlement services. Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate." Lenders must prepare and provide with the Booklet a Good Faith Estimate of the settlement costs the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not have been held to be confidential.

SETTLEMENT CHARGES

		PAID BY BORROWER'S FUNDS AT SETTLEMENT	FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$ 1,200,000.00 @			
Division of Commission (line 700) as follows:			
701. \$ 48,000.00 to FRIDBERG PROPERTIES			
702. \$			
703. Commission paid at Settlement			48,000.00
704. \$			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee \$			
802. Loan Discount \$			
803. Appraisal Fee to			
804. Credit report to			
805. Lender's Inspection Fee			
806. BROKER FULL APPRAISAL TO SUZANNE AKISKA POC B \$400			
807. BROKER CREDIT REPORT TO LANDSAFE POC B \$15			
808. BROKER POINTS TO EASTERN AMERICAN MORTGAGE		2,600.00	
809. DISCOUNT POINTS (0.250%) TO COUNTRYWIDE		2,400.00	
810. TAX SERVICE FEE TO COUNTRYWIDE TAX SERVICE CORPORATION		80.00	
811. FLOOD CHECK FEE TO LANDSAFE FLOOD DETERMINATION, INC.		26.00	
812. COMMITMENT TO AMERICA'S WHOLESALE LENDER		525.00	
813. \$			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest from 03/30/2007-03/31/2007 @ \$154.520 per day		309.04	
902. Mortgage Insurance Premium for			
903. Hazard Insurance Premium for			
904. \$			
905. 2ND QTR TAXES (LAND ONLY) ADDED ASSESSMENTS WILL APPLY		1,621.00	
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard insurance			
1002. Mortgage insurance			
1003. City Property Taxes			
1004. County Property Taxes			
1005. Annual assessments			
1006. \$			
1007. \$			
1008. Aggregate Accounting Adjustment		0.00	
1100. TITLE CHARGES			
1101. Settlement or closing fee to			
1102. Abstract or title search to			
1103. Title examination to			
1104. Title insurance binder to			
1105. Document preparation to			
1106. Notary fees to			
1107. Attorney's fees to KIM & BAE, PC POC \$750/WILLIAM RUSH, ESQ.			500.00
(Includes line numbers: 1101, 1105)			
1108. Title insurance to BUILDERS TITLE AGENCY, INC.		4,805.00	
(Includes line numbers: 1102, 1103, 1104)			
1109. Lender's coverage \$ 950,000.00			
1110. Owner's coverage \$ 120,000.00			
1111. \$			
1112. \$			
1113. \$			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording fees: Deed \$ 125.00 Mortgage \$ 550.00 Release \$ 100.00		675.00	100.00
1202. City/county stamps: Deed \$ Mortgage \$			
1203. State tax/stamps: Deed \$ Mortgage \$			
1204. REALTY TRANSFER FEE		12,000.00	11,995.00
1205. NOTICE OF SETTLEMENT		100.00	
300. ADDITIONAL SETTLEMENT CHARGES			
301. Survey to ALL COUNTY SURVEYING, PC		575.00	
302. Post inspection to			
303. FAXES \$0, COPIES \$100, EPOCS \$50, CERTIFIED CHECKS \$50		250.00	
304. COURIER - TO UPS		50.00	25.00
305. WIRE FEE			75.00
306. \$			
400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section 2 and 302, Section 4)		33,016.04	60,695.00

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I received a copy of the HUD-1 Settlement Statement.

Settler VIRGINIA DAY

Borrower DAVID H. KIM

I certify that the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds disbursed or to be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent H. JULIA KIM, ESQ.

Date

03/30/2007

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and

EXHIBIT H

Law Office of Charles Shaw & Associates

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

TEL (201) 338-2821

170 Washington Avenue
Dumont, New Jersey 07628

FAX (201) 338

March 26, 2008

VIA FACSIMILE & REGULAR MAIL
(201) 372-1007

William J. Rush, Esq.
10 Stuyvesant Avenue
Lyndhurst, New Jersey 07071

**Re: 67 Highland Avenue, Demarest, New Jersey and
62 Columbus Road, Demarest, New Jersey**

Dear Mr. Rush:

Kindly be advised that this firm, and more specifically the undersigned, represents the interests of Virginia Day and Ralph Day, Sr. ("Days" or "Sellers") in connection with the closings of the properties located at 62 Columbus Road, Demarest, New Jersey (the "Columbus Property") and 67 Highland Avenue, Demarest, New Jersey (the "Highland Property"). It is my understanding that you facilitated the closing of the aforementioned properties by serving as the closing attorney for the Sellers. Annexed hereto as Exhibit A and Exhibit B, respectively, are copies of the HUD-1 Closing Statements for the Columbus Property and the Highland Property.

With regard to the Columbus Property, Line 603 of the HUD-1 Closing Statement, entitled "Cash to Seller", indicates that the amount of cash received by the Sellers totaled \$608,840.40, whereas my clients only received net proceeds in the amount of \$40,000.00.

With regard to the Highland Property, Line 603 of the HUD-1 Closing Statement, entitled "Cash to Seller", indicates that the amount of cash received by the Sellers totaled \$250,156.19, whereas my clients never received any proceeds from the sale of the Highland Property. Furthermore, the Title Report for the Highland Property does not indicate a second mortgage from Wachovia Bank in the amount of \$252,159.21, contrary to what is indicated on Line 505 of the HUD-1 Closing Statement for the Highland Property.

Kindly provide this firm with a copy of any all checks evidencing the disbursement of the proceeds for the Columbus and/or Highland Properties, any and all instructions from any client or third party regarding the disbursement of the proceeds for

Law Office of Charles Shaw & Associates, P.C.

March 26, 2008
Page 2

the Columbus and/or Highland Properties, and any and all Powers of Attorney executed by any clients or a third party in connection with the sale of the Columbus and/or Highland Properties.

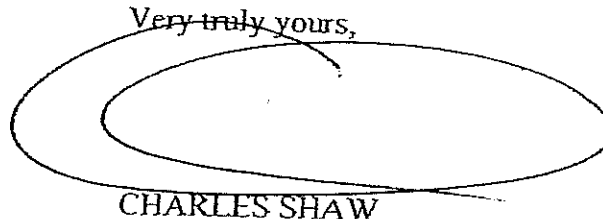
Based upon a preliminary examination of the HUD-1 Closing Statements for both the Highland Property and the Columbus Property, it appears that you disbursed your former clients' funds to other parties without your former clients' knowledge or consent. Moreover, the signatures that appear on the HUD-1 Closing Statements for Virginia Day and Ralph Day, Sr., respectively, are not the signatures of your former clients. If you dispute these statements, kindly provide a written response setting forth your legal and/or factual basis for said dispute.

You are hereby advised to place your insurance carrier on notice of a potential claim with regard to these matters. In addition, kindly provide this firm with the name of your insurance company and your insurance policy number.

This correspondence is forwarded without prejudice to the rights and/or interests of Virginia Day and Ralph Day, Sr. in connection with any and all matters they may have with or against you.

I will await your prompt response.

Very truly yours,

A large, loopy handwritten signature in black ink, which appears to be "Charles Shaw", is written over the typed name. The signature is contained within a large, hand-drawn oval.

CHARLES SHAW

Enclosures

cc: Virginia Day and Ralph Day, Sr. (via regular mail)

EXHIBIT A



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

TYPE OF LOAN

1. FHA 2. FmHA
3. X Conv. Unins. 4. VA 5. Conv. Ins.

6. File Number

9701P1218A

7. Loan Number

164448772

8. Mortgage Insurance Case Number

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER:

DAVID H. KIM
EUN JUNG LEE
ABOUT TO BE:
62 COLUMBUS ROAD
DEMAREST, NJ 07627

E. NAME, ADDRESS AND TIN OF SELLER:

VIRGINIA DAY

15 CHRISTIE STREET
DEMAREST, NJ 07627

F. NAME AND ADDRESS OF LENDER:

AMERICA'S WHOLESALE LENDER
1800 TAPO CANYON ROAD
SEMI VALLEY, CA 93063

G. PROPERTY LOCATION:

62 COLUMBUS ROAD
DEMAREST, NJ 07627

H. SETTLEMENT AGENT NAME, ADDRESS AND TIN

KIM & BAE
2160 NORTH CENTRAL ROAD, FORT LEE, NJ 07024

PLACE OF SETTLEMENT

2160 NORTH CENTRAL ROAD
FORT LEE, NJ 07024

1 SETTLEMENT DATE 03/30/2007

FUNDING DATE 03/30/2007

LOT 141 BLOCK 29.01

I. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:

101. Contract sales price	1,200,000.00
102. Personal property	
103. Settlement charges to borrower (Line 1400)	33,016.04
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes 03/30/2007-03/31/2007	18.01
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	1,233,034.05

II. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:

401. Contract sales price	1,200,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes 03/30/2007-03/31/2007	18.01
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	1,200,018.01

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:

201. Deposit or earnest money	120,000.00
202. Principal amount of new loan(s)	960,000.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	1,080,000.00

500. REDUCTIONS IN AMOUNT DUE TO SELLER:

501. Excess deposit	120,000.00
502. Settlement charges to seller (Line 1400)	60,695.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan COUNTRYWIDE	404,582.61
505. Payoff of second mortgage loan	
506. REFRIGERATOR INST. ESCROW	3,500.00
507. HOME WARRANTY ESCROW	2,400.00
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
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516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	593,177.61

300. CASH AT SETTLEMENT FROM/TO BORROWER

301. Gross amount due from borrower (Line 120)	1,233,034.05
302. Less amount paid by/for borrower (Line 220)	1,080,000.00
303. CASH FROM BORROWER	153,034.05

600. CASH AT SETTLEMENT FROM/TO SELLER

601. Gross amount due to seller (Line 420)	1,200,018.01
602. Less reduction in amount due seller (Line 520)	593,177.61
603. CASH TO SELLER	606,840.40

Section 6 of the Real Estate Settlement Procedures Act (RESPA) requires the following: * HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate better understand the nature and costs of real estate settlement services. Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; * Lenders must prepare and include with the Booklet a Good Faith Estimate of the settlement costs at the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$ 1,200,000.00 @ Division of Commission (line 700) as follows:			
701. \$ 48,000.00 to FRIEDBERG PROPERTIES			
702. \$			
703. Commission paid at Settlement			48,000.00
704.			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee \$			
802. Loan Discount \$			
803. Appraisal Fee to			
804. Credit report to			
805. Lender's Inspection Fee			
806. BROKER FULL APPRAISAL TO SUZANNE AKISKA POC B \$400			
807. BROKER CREDIT REPORT TO LANDSAFE POC B \$15			
808. BROKER POINTS TO EASTERN AMERICAN MORTGAGE		9,600.00	
809. DISCOUNT POINTS (0.250%) TO COUNTRYWIDE		2,400.00	
810. TAX SERVICE FEE TO COUNTRYWIDE TAX SERVICE CORPORATION		80.00	
811. FLOOD CHECK FEE TO LANDSAFE FLOOD DETERMINATION, INC.		25.00	
812. COMMITMENT TO AMERICA'S WHOLESALE LENDER		525.00	
813.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest from 03/30/2007-03/31/2007 @ \$154.520 per day		309.04	
902. Mortgage Insurance Premium for			
903. Hazard Insurance Premium for			
904.			
905. 2ND QTR TAXES (LAND ONLY) ADDED ASSESSMENT'S WILL APPLY		1,621.00	
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard insurance			
1002. Mortgage insurance			
1003. City Property Taxes			
1004. County Property Taxes			
1005. Annual assessments			
1006.			
1007.			
1008. Aggregate Accounting Adjustment		0.00	
1100. TITLE CHARGES			
1101. Settlement or closing fee to			
1102. Abstract or title search to			
1103. Title Examination to			
1104. Title insurance binder to			
1105. Document preparation to			
1106. Notary fees to			
1107. Attorney's fees to KIM & BAE, PC POC \$750/WILLIAM RUSH, ESQ. (includes line numbers 1101, 1105)			500.00
1108. Title Insurance to BUILDERS TITLE AGENCY, INC. (includes line numbers 1102, 1103, 1104)		4,805.00	
1109. Lender's coverage \$ 950000.00			
1110. Owner's coverage \$ 1200000.00			
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording fees: Deed \$ 125.00 Mortgage \$ 550.00 Release \$ 100.00		675.00	100.00
1202. City/county tax/stamps: Deed \$ Mortgage \$			
1203. State tax/stamps: Deed \$ Mortgage \$			
1204. REALTY TRANSFER FEE		12,000.00	11,995.00
1205. NOTICE OF SETTLEMENT		100.00	
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey to ALL COUNTY SURVEYING, PC		575.00	
1302. First inspection to			
1303. FAXES \$0, COPIES \$100, EDOCS \$50, CERTIFIED CHECKS \$50		250.00	
1304. COURIER - TO UPS		50.00	25.00
1305. WIRE FEE			75.00
1306.			
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)		33,016.04	60,695.00

CERTIFICATION I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I received a copy of the HUD-1 Settlement Statement.

Seller VIRGINIA DAY

Borrower DAVID H. KIM

Seller

Borrower

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds disbursed or to be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent H. JULIA KIM, ESQ.

Date

03/30/2007

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code, Section 1001 and Section 1010.

EXHIBIT B

UNIFORM SETTLEMENT STATEMENT

UDHS Approval No. 2502-0

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT				B. TYPE OF LOAN		6. File Number: 2006-2935		7. Loan Number: 0701180528	
3. N. Conn. Unins.		4. VA		5. Conv. Ins.		8. Mortgage Insurance Case Number			
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "T.p.o.c." were paid outside the closing; they are shown here for informational purposes and are not included in the totals. NOTE: TIN = Taxpayer's Identification Number									
D. NAME AND ADDRESS OF BORROWER: Uk Chung Jin H. Ghong 60 Park Ave., #9N New York, NY 10016				E. NAME, ADDRESS AND TIN OF SELLER: Ralph Day Virginia Day			F. NAME AND ADDRESS OF LENDER: Hudson City Savings Bank West 80 Centruy Rd., Paramus, NJ 07652		
G. PROPERTY LOCATION: 67 Highland Ave. Demarest, NJ 07627				H. SETTLEMENT AGENT NAME, ADDRESS AND TIN Sang Chin Yom 1580 Lemoine Avenue, Suite 9, Fort. Lee, NJ 07024 13-3898658 PLACE OF SETTLEMENT 1580 Lemoine Ave., Suite 9, Fort Lee, NJ 07024					
49 127							I. SETTLEMENT DATE 07/20/2007		

J. SUMMARY OF BORROWER'S TRANSACTION				K. SUMMARY OF SELLER'S TRANSACTION			
100. GROSS AMOUNT DUE FROM BORROWER:				400. GROSS AMOUNT DUE TO SELLER:			
101. Contract sales price		1,300,000.00		401. Contract sales price		1,300,000.00	
102. Personal property				402. Personal property			
103. Settlement charges to borrower (Line 1100)		35,614.63		403.			
104.				404.			
105.				405.			
Adjustments for items paid by seller in advance				Adjustments for items paid by seller in advance			
106. City/town taxes				406. City/town taxes			
107. County taxes				407. County taxes			
108. Assessments				408. Assessments			
109.				409.			
110.				410.			
111.				411.			
112.				412.			
20. GROSS AMOUNT DUE FROM BORROWER		1,335,614.63		220. GROSS AMOUNT DUE TO SELLER		1,300,000.00	
10. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:				500. REDUCTIONS IN AMOUNT DUE TO SELLER:			
11. Deposit or earnest money		130,000.00		501. Excess deposit		130,000.00	
2. Principal amount of new loan(s)		400,000.00		502. Settlement charges to seller (Line 1400)		61,605.00	
3. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to			
4. Refundable Commitment Fee		4,000.00		504. Payoff of first mortgage loan Countrywide		516,626.68	
5.				505. Payoff of second mortgage loan Wachovia Bank		252,159.21	
6.				506. Feder		75.00	
7.				507.			
8.				508.			
9.				509.			
Adjustments for items unpaid by seller				Adjustments for items unpaid by seller			
City/town taxes 07/01/2007-07/20/2007		877.92		510. City/town taxes 07/01/2007-07/20/2007		877.92	
County taxes				511. County taxes			
Assessments				512. Assessments			
refrigerator credit		1,000.00		513. Open Mortgage escrow/SCY		2,500.00	
Taxes Current Year 10259.80				514. Tax lien escrow/ SCY		85,000.00	
Per Diem 28.109				515. refrigerator credit		1,000.00	
Seller Paid 4772.00				516.			
Seller Owe (days) 201				517.			
TOTAL PAID BY/FOR BORROWER		535,877.92		518.			
				519.			
				520. TOTAL REDUCTION AMOUNT DUE SELLER		1,049,843.81	
CASH AT SETTLEMENT FROM/TO BORROWER				600. CASH AT SETTLEMENT FROM/TO SELLER			
Gross amount due from borrower (Line 120)		1,335,614.63		601. Gross amount due to seller (Line 420)		1,300,000.00	
Less amount paid by/for borrower (Line 220)		535,877.92		602. Less reduction in amount due seller (Line 520)		1,049,843.81	
CASH FROM BORROWER		799,736.71		603. CASH TO SELLER		250,156.19	

SELLER'S STATEMENT

Information contained in Blocks E, G, H, and I and on line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service (see Seller Certification). If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. You are required to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

SETTLEMENT CHARGES

700. TOTAL SALESPROKER'S COMMISSION based on price \$1,300,000.00 w/ 4.000%		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT 47,000.00
Division of Commission (line 700) as follows:			
701 \$25,775.00 to Excel Realty, Inc.			
702 \$21,225.00 to Friedberg Properties			
703 Commission paid at Settlement			
704			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801 Loan Origination Fee \$			
802 Loan Discount \$			
803 Appraisal Fee to			
804 Credit report to			
805 Lender's Inspection Fee			
806 Loan Application Fee to Mortgage Broker POC\$690			
807 Refundable Commitment Acceptance Fee 1% POC\$4000			
808 Mortgage Broker Fee from Lender to Livingston Mortgage POC\$4000			
809			
810			
811			
812			
813			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901 Interest from 07/20/2007-08/01/2007 @ \$67.123 per day			
902 Mortgage Insurance Premium for		805.48	
903 Hazard insurance Premium for			
904			
905			
1000. RESERVES DEPOSITED WITH LENDER			
1001 Hazard insurance			
1002 Mortgage insurance			
1003 (1/12 Property Taxes 5 months) @ \$1,816.25 per month			
1004 County Property Taxes		5,091.25	
1005 Annual assessments			
1006			
1007			
1008 Accrual Accountline Adjustment			
1100. TITLE CHARGES		-1.00	
1101 Settlement or closing fee to Sang Chin Yom, Esq			
1102 Abstract or title search to		250.00	
1103 Title Examination to			
1104 Title insurance binder to			
1105 Document preparation to			
1106 Notary fees to			
1107 Attorney's fees to Sang Chin Yom, Esq.			
(includes line numbers: William J. Rush, Esq.		2,500.00	1,000.00
1108 Title Insurance to Evergreen Land Title Services, Inc.			
(includes line numbers:		4,765.00	
1109 Lender's coverage \$ 400000.00			
1110 Owner's coverage \$ 1300000.00			
111 Notice of settlement			
112 Bank Attorney Fee to Dielfenbach, Witt & Birch, Esqs.		300.00	
113		225.00	
120. GOVERNMENT RECORDING AND TRANSFER CHARGES			
01 Recording fees:	Deed \$ 250.00	Mortgage \$ 350.00	Release \$ 400.00
02 City/county tax/stamps:	Deed \$	Mortgage \$	
03 State tax/stamps:	Deed \$	Mortgage \$	
04 Bergen County Clerk (Mansion tax & Transfer tax)			
05 Borough of Demarest (3rd Q. estimated tax)		13,000.00	13,205.00
120. ADDITIONAL SETTLEMENT CHARGES		2,743.90	
21 Survey to Wells Associates Land Surveying			
22 Pest inspection to		1,150.00	
13 Cost and Disbursement			
14		195.00	
15			
16			
17. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)		35,614.63	61,605.00
CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement.			

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I received a copy of the HUD-1 Settlement Statement.

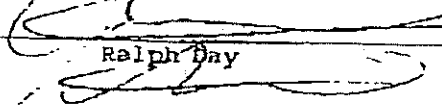
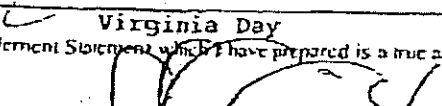
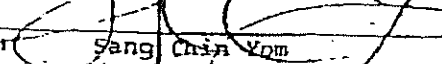
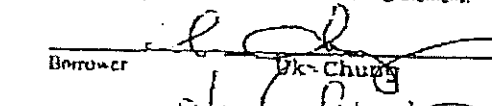
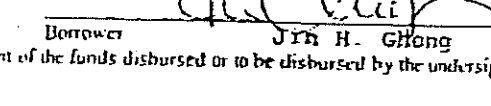
for  Ralph Day
 for  Virginia Day
 HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds disbursed or to be disbursed by the undersigned as part of the settlement of transaction
 Settlement Agent  Sang Chin Yom
 Date  Jk-Chuang
 Borrower  Jm H. Giang
 07/20/2007
 WARNING: It is a crime to knowingly make false statements to the United States or to any other similar form.

EXHIBIT I

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			6. File Number:		7. Loan Number:	
B. TYPE OF LOAN					NONE	
1. FHA 2. FmHA 3. Conv Units 4. VA 5. Conv Ins			8. Mortgage Insurance Case Number			
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.						
D. NAME AND ADDRESS OF BORROWER			E. NAME, ADDRESS AND TIN OF SELLER		F. NAME AND ADDRESS OF LENDER	
JOEL GREEN 82 ROSS AVENUE DEMAREST, NJ 07627			ANN CAPAZZI 16 EAST BROOK DRIVE HARRINGTON PARK, NJ 07640		NONE	
G. PROPERTY LOCATION			H. SETTLEMENT AGENT NAME, ADDRESS AND TIN			
11 MOUNTAIN VIEW COURT L-15/BLK 1.03 (Demarest Map) DEMAREST, NJ 07627 L-15/BLK-1.01			Robert C. Metzendorf, Esquire 135 Fort Lee Road, Leonia, NJ 07605 PLACE OF SETTLEMENT Robert C. Metzendorf, Esq., 135 Fort Lee Rd., Leonia, NJ 07605		22-3492680 SETTLEMENT DATE 05/19/2006 FUNDING DATE 05/19/2003	

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	1,480,000.00	401. Contract sales price	1,480,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	22,452.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes	3,617.54	406. City/town taxes	3,617.54
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	1,506,069.54	420. GROSS AMOUNT DUE TO SELLER	1,483,617.54

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit of earnest money	148,000.00	501. Earnest deposit	148,000.00
202. Principal amount of new loan(s)		502. Settlement charges to seller (Line 1400)	75,441.45
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan CHEVY CHASE BK	1,275,623.95
205.		505. Payoff of second mortgage loan	
206.		506. Escrow tax clearance filings	3,000.00
207.		507. Escrow -EIFS Stucco Repair	5,000.00
208.		508.	
209.		509. Radon Remediation Credit	2,786.00
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	148,000.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	1,509,851.44

300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT FROM/TO SELLER	
301. Gross amount due from borrower (Line 120)	1,506,069.54	601. Gross amount due to seller (Line 420)	1,483,617.54
302. Less amount paid by/for borrower (Line 220)	148,000.00	602. Less reduction in amount due seller (Line 520)	1,509,851.44
303. CASH FROM BORROWER	1,358,069.54	603. CASH FROM SELLER	26,233.90

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following:

- * HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;
- * Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate;
- * Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

700. TOTAL SALES/BROKER'S COMMISSION based on price \$ 1,480,000.00 @ 2.000%		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:			
701 \$ 29,600.00 to McSpicir & Beckett Real Estate			
702 \$			
703 Commission paid at Settlement			29,600.00
704			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee \$			
802. Loan Discount \$			
803. Appraisal Fee to			
804. Credit report to			
805. Lender's Inspection Fee			
806			
807			
808			
809			
810			
811			
812			
813			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest from			
902. Mortgage Insurance Premium for			
903. Hazard insurance Premium for 1 year(s) to POC			
904			
905			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard insurance			
1002. Mortgage insurance			
1003. City Property Taxes			
1004. County Property Taxes			
1005. Annual assessments			
1006			
1007			
1008. Aggregate Accounting Adjustment		0.00	
1100. TITLE CHARGES			
1101. Settlement or closing fee to			
1102. Abstract or title search to			
1103. Title Examination to			
1104. Title insurance binder to			
1105. Document preparation to			
1106. Notary fees to			
1107. Attorney's fees to Robert C. Metzdorf, Esq. (includes line numbers)		1,000.00	
1108. Title Insurance to Dedicated Title Agency, LLC (includes line numbers includes Notice of Settlement filing)		5,292.00	
1109. Lender's coverage \$ 0.00			
1110. Owner's coverage \$ 1,480,000.00			
1111. WILLIAM J. RUSH, ESQ. (Seller's legal fee)			1,100.00
1112			
1113			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording fees: Deed \$ 110.00 Mortgage \$ Release \$		110.00	
1202. City/county tax/stamps Deed \$ Mortgage \$			
1203. State tax/stamps Deed \$ Mortgage \$			
1204. Realty Transfer fee		14,800.00	15,383.00
1205			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey to LAKELAND SURVEYING (Invoice# 080192)		1,250.00	
1302. Pest inspection to			
1303. BOROUGH OF CRESSKILL (TOTAL 3 OUTSTANDING TAX REDEMPTION)			8,019.35
1304. BOROUGH OF DEMAREST (2ND QTR 2008 TAXES PAID IN FULL-\$7838.00)			
1305. GLEN ROCK BUILDING			21,314.14
1306. Wire Out Fee (payoff Chevy Chase Bank) to Robert Metzdorf, Esq.			25.00
1400. TOTAL SETTLEMENT CHARGES (enter on line 103, Section J and 502, Section K)		22,452.00	75,441.49

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I received a copy of the HUD-1 Settlement Statement.

Seller ANN CAPAZZI Borrower JOEL GREEN

Seller ANN CAPAZZI Borrower JOEL GREEN
 The HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds disbursed or to be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent Robert C. Metzdorf, Esquire Date _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

EXHIBIT J

William J. Rush, Esq.

*Attorneys at Law
585 Hoboken Road
Carlstadt, NJ 07072*

Tel: 201 372-1006

Fax: 201 372-1007

June 2, 2008

Law Office of Charles Shaw & Associates
170 Washington Avenue
Dumont, New Jersey 07628
Attn: Charles Shaw, Esq.
Via Facsimile: (201) 338-2826 &
Via Next Day Air #1Z Y30 21W 01 9484 6264

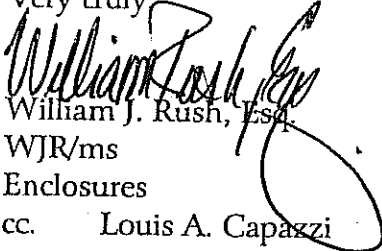
Re: 11 Mountain View Court
Demarest, N.J.

Dear Mr. Shaw:

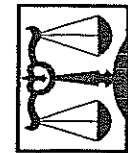
Per your request, enclosed herewith please find our Attorney Trust Account Check No. 9284 in the amount of Fifty Thousand Dollars and 00/100 cents (\$50,000.00) made payable to Ralph Day, your client, representing release of escrow regarding the above referenced real property.

Upon receipt, should you wish to discuss this matter further, kindly contact our office at the above listed numbers.

Very truly


William J. Rush, Esq.
WJR/ms
Enclosures
cc. Louis A. Capazzi

WJRush@rushlaw.org



WILLIAM J. RUSH ESQ.
ATTORNEY TRUST ACCOUNT
585 HOBOKEN ROAD
CARLSTADT, NJ 07072
(201) 372-1006

8 7 5

Fifty Thousand AND no/100*****

PAY

TO THE
ORDER OF

RALPH DAY

06/02/2008

RELEASE OF ESCROW FOR 11 MOUNTAIN VIEW

⑈009284⑈ ⑈021202337⑈

6105593749⑈

MP

AMOUNT

50,000.00

DATE

Security Features Included.

Details on back.

9284

JPMORGAN CHASE BANK, N.A.
MONTCLAIR, NEW JERSEY 07042
WWW.CHASE.COM
55-233-212

WILLIAM J. RUSH ESQ.
ATTORNEY TRUST ACCOUNT

9284

Check Date: 06/02/2008

9284

RALPH DAY

CHECK AMOUNT:

50,000.00

875

RELEASE OF ESCROW FOR 11 MOUNTAIN VIEW